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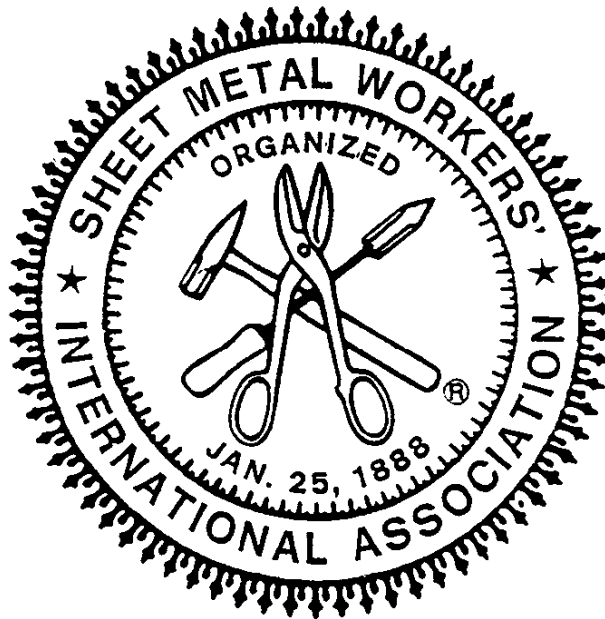
FOR

**SHEET METAL WORKER (HVAC),
SHEET METAL TECHNICIAN, AND
UTILITY WORKER**

IN

IMPERIAL AND SAN DIEGO COUNTIES

CONTRACT AND DISPATCH PROCEDURES



RECEIVED
Department of Industrial Relations
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SAN DIEGO AND IMPERIAL COUNTIES

EFFECTIVE DATES

July 1, 1998 through June 30, 2001

STANDARD FORM OF UNION AGREEMENT

SHEET METAL ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into this 1st day of July 19 98

by and between SMACNA OF SAN DIEGO
(Name of Contractor or Contractor's Association)

and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 206 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for SAN DIEGO AND IMPERIAL COUNTIES

(Specify area covered by this Agreement)

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, preapprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, preapprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL UNION No.206

RESIDENTIAL, LIGHT COMMERCIAL AND SERVICE ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT, A-3-91

This is an addendum to the agreement between Sheet Metal Workers International Association, Local Union No. 206, and San Diego Chapter of the Sheet Metal and Air Conditioning Contractors National Association on behalf of the members of its Multi-Employer Bargaining Unit, and all signatory parties hereto.

The parties hereby agree hereto, that the provisions set forth in this Addendum are supplemental to the Standard Form of Union Agreement, A-3-91, and Addenda (7-1-98) thereto, and that said Standard Form of Union Agreement and Addenda thereto shall be the Master Binding Agreement. This Addendum shall only apply when the provisions herein are in conflict with or inconsistent with said Standard Form of Union Agreement, A-3-91, and Addenda, (7-1-98) thereto.

SECTION 1.

This Addendum covers the rates of pay, rules and working conditions of Sheet Metal Technicians, Technician Trainees, and Certified Technicians engaged in the erection, installation, repairing and replacing of heating systems, air conditioning systems, solar systems and architectural sheet metal work on the following:

A. Residential Work.

- (1) Existing Residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system.
- (2) New single family Residential buildings including tracts.
- (3) New multi-family Residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are not to be considered as residential work.

B. Light Commercial Work, defined as being any sheet metal, heating and air conditioning work performed on a construction site, where the total construction cost, excluding land, is valued at less than \$500,000.

C. Tenant improvement work, defined as being any work necessary to finish interior spaces to conform with the requirements of the occupants of commercial buildings, after the completion of the building shell.

D. Service Work

- (1) Service work covered by this Addendum shall include all service, repair, maintenance, overhaul, replacement of component parts and adjustments to make operative all heating and air conditioning equipment not exceeding twenty-five tons of air conditioning or three hundred thousand BTUH of forced air heating. Service work will also include start up, thermostat installations, filter changing, oiling and belt replacements.

- (2) The scheduled work week for Service Employees will be any five consecutive days, Monday through Saturday, inclusive. All hours worked other than the scheduled forty (40) hour work week, and in excess of nine (9) hours in any one day, will be paid at the rate of one and one-half (1½) times the hourly rate of pay.
- (3) All service work performed on holidays and the seventh (7th) day of the scheduled workweek will be at two (2) times the straight time rate of pay.
- (4) A service Employee required to work on his sixth (6th) consecutive day in the scheduled work week must receive a minimum of two (2) hours pay at one and one-half (1½) times the straight time rate of pay. A service Employee required to work on holidays or on the seventh (7th) consecutive day in the scheduled work week must receive a minimum of four (4) hours pay at two (2) times the straight time rate of pay.
- (5) The Employer agrees to supply the Local Union with the names and the scheduled work week of all service Employees in his employment prior to assignment of said service work. Service Employees will be bound by all terms of this Agreement in addition to those specified in this service clause.

SECTION 2.

A. On Residential work, the contractor must employ one building trades Sheet Metal Journeyman for each three Sheet Metal Technicians employed. The contractor may employ three Technician Trainees for each Sheet Metal Technician employed.

B. On Light Commercial and/or Tenant Improvement work sites the contractor may employ one Sheet Metal Technician or Technician Trainee. In addition, one Technician or Technician Trainee may be employed for each Building Trades Journeyman.

C. On commercial work other than that defined as Light Commercial and/or Tenant Improvement work in Section 1. above, one Technician or Technician Trainee may be employed on each job site. In addition, one Technician or Technician Trainee may be employed for each three (3) Building Trades Journeyman, or portion thereof, employed on the site.

D. On all work defined under sub-sections, A,B and C of this section, one Apprentice may be employed for each three (3) Building Trades Journeyman, or portion thereof, employed on the site.

SECTION 3.

Fabrication of materials in the shop shall be performed at building trades rates under the terms and conditions as specified in the Basic Agreement, except that each shop shall be entitled to employ one Sheet Metal Technician or Technician Trainee for work in the shop, plus one additional Sheet Metal Technician or Technician Trainee for each six Journeymen, or portion thereof, employed in the shop. The Employer may elect to substitute additional Sheet Metal Technicians or Technician Trainees in lieu of Utility Workers in the shop. Sheet Metal Technicians and Technician Trainees employed in the shop shall be under the direction of a Building Trades Journeyman.

SECTION 4.

All foremen or other working supervisory employees will be drawn from the Journeymen members of Local Union 206.

SECTION 5.

A. New Technician Trainees shall serve a probationary period of 45 calendar days. New Trainees shall register with the Local 206 Hiring Hall prior to being dispatched and at that time shall pay such registration fees as may be established by Local 206. Trainees who fail to satisfactorily complete the probationary period shall not be required to pay union dues nor shall they be placed on the Hiring Hall's out-of-work list.

B. The work week and work hours will coincide with the Basic Agreement except for service Employees.

C. All overtime will be at one and one-half (1½) times the straight time rate of pay, except Holidays which will be paid at two (2) times the straight time rate of pay.

D. Unless otherwise specified in this Addendum, the work week, holidays, Industry Fund, Training Fund, subsistence, mileage, overtime, parking, shift work, and hiring procedures will be as in the Basic Agreement.

SECTION 6.

Sheet Metal Technicians will report to the Union when unemployed and shall be dispatched from a list separate from that controlling the regular members.

SECTION 7.

A. Technician Trainees "D" will be required to work on a one to one ratio with Sheet Metal Technicians or Trainees "A" and "B".

B. Technician Trainees "A", "B" or "C" will be permitted to work alone if approved by their employer.

SECTION 8.

A. The hourly taxable wage for Sheet Metal Technicians shall be 63% of the Journeyman taxable wage rate. In addition to the base rate of 63%, there shall be an increase of \$ 0.56 per hour to the taxable rate effective July 1, 1998.

B. The hourly taxable wage rate for Technician Trainees shall be based on the 63% taxable wage rate of Sheet Metal Technicians as follows:

Technician Trainee "D" (1st six months)	50%
Technician Trainee "C" (2nd six months)	60%
Technician Trainee "B" (2nd year)	75%
Technician Trainee "A" (3rd year)	90%

C. In addition to the wage rates listed above, the following additional contractual obligations shall apply for both Sheet Metal Technicians and Technician Trainees:

(1) For all members of Local 206 who have the classification of "Sheet Metal Technician" or "Technician Trainee," the employer will deduct forty-eight cents (48¢) per hour for every hour worked from the taxable hourly rate of pay for working dues. The employer will remit the

amount deducted directly to Local 206, along with a report of the number of hours worked, on or before the 20th day of the month following the month in which such hours were worked. The employer will be furnished with a signed authorization card by the member for withholding the forty-eight cents (48¢) from his/her taxable hourly rate in accordance with Section 302 of the Labor Management Relations Act as amended.

(2) Plan B of the Southern California, Arizona and Nevada Health and Welfare Plan.

(3) 401(K) Plan: Effective September 1, 1993, the Employer shall contribute 44¢ per hour to the Local 206 401(k) Plan for each hour worked by Sheet Metal Technicians and Technician Trainees.

(4) Contributions to the National Training Fund, the National Energy Management Institute, the Sheet Metal Occupational and Health Institute Trust, the Sheet Metal Workers Scholarship Fund, National Industry Fund of the United States, the Sheet Metal and Air Conditioning Contractors of San Diego Industry Fund, Inc., and the San Diego Sheet Metal Journeyman and Apprenticeship Training Fund shall be the same as specified in the Basic Agreement.

The Employer agrees that, during the term of this Agreement, in the event the cost of premiums for the schedule of Plan B Group Insurance and/or Dental Insurance benefits obtained by the Joint Board of Trustees is increased over the present rate, the Employer will, effective with the month of said increase, and upon request of the Union, pay into the Group Insurance and/or Dental Plan an amount equal to such increased cost of premiums of its said Employees in addition to the payments herein provided.

SECTION 9.

In order to be advanced, all Technician Trainees shall be required to successfully complete a forty (40) hour training course provided by the J.A.T.C. and the Apprenticeship and Journeyman Training Fund. The course curriculum shall include: general sheet metal, residential air conditioning, setting finish, silver soldering, installation of pre-charged lines, wiring, installation of thermostats, safety, etc.

SECTION 10.

It is agreed that Sheet Metal Technicians and Technician Trainees will not participate in any work other than that covered by this Addendum.

SECTION 11.

The grievance procedures specified in Article X, Sections 1 through 7, of the Standard Form of Union Agreement shall be utilized in the event of disputes involving the interpretation or enforcement of the provisions of this agreement.

SECTION 12.

A. Unemployed Building Trades Journeyman shall be permitted to accept employment on work covered by this Addendum at the Sheet Metal Technician taxable wage rate. The Employer agrees to pay all of the fringe benefits in accordance with the Basic Agreement for any Building Trades Journeymen so employed.

**SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
LOCAL UNION No.206**

**UTILITY WORKER ADDENDUM
TO THE
STANDARD FORM OF UNION AGREEMENT, A-3-91**

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The parties hereby agree hereto, that the provisions set forth in this Addendum are supplemental to the Standard Form of Union Agreement, A-3-91, and Addenda (7-1-98) thereto, and that said Standard Form of Union Agreement and Addenda thereto shall be the Master Binding Agreement. This Addendum shall only apply when the provisions herein are in conflict with or inconsistent with said Standard Form of Union Agreement, A-3-91, and Addenda, (7-1-98) thereto.

SECTION 1.

This Addendum covers the rates of pay, rules and working conditions of Utility Workers in the sheet metal industry.

SECTION 2

a. The scope of work to be performed by Utility Workers shall be as follows:

1. Load, unload, deliver and distribute materials, equipment and tools.
2. Seal all HVAC duct joints and seams, excluding Ductmate.
3. Grind, polish and apply protection in the shop only.
4. Painting in the shop only.
5. Demolition
6. Cleanup

c. On the work listed above, the Employer may employ one Utility Worker, plus one for each five (5) Building Trades Journeyman, or portion thereof.

b. In addition to the work listed above, the Employer may employ 2 Utility Workers in the shop to line duct and to fabricate S and Drive locks. The Employer may elect to substitute additional Sheet Metal Technicians or Technician Trainees in lieu of Utility Workers in the shop.

SECTION 3

Effective July 1, 1998, the wage and fringe package shall be as follows:

Taxable Wage	So Cal Health Plan B	ITI NEMI SMOHIT SMWSF	INDUSTRY & Training Funds	Total Package
7.50	1.65	0.13	0.70	9.98